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WILLIS & WILLIS

TITLE OPINION

To: Johnson County Attorney's Office July 31, 2009
AND
ATTN: Andrew B. Chappell, Assistant County Attorney (Fax #339-6149)

At your request I have examined Security Abstract Company abstract of title No. 4493, bearing last certificate No. 103425 of the Security Abstract Company, containing 136 entries from the United States Government down to and including the 23rd day of July, 2009 at 5:30 P.M. and covering the following described real estate to-wit:

Commencing at the southeast corner of Outlot 1, in that part of Iowa City, Iowa, known as the County Seat of Johnson County, according to the recorded plat thereof, thence west along the south line of said outlot 1, 320 feet to the west line of said outlot 1, thence north along the west line of said outlot 1, 320 feet, thence east parallel with the south line of said outlot 1, 100 feet; thence north parallel with the west line of said outlot 1, 30 feet; thence east parallel with the south line of said outlot 1, 220 feet to the east line of said outlot 1, thence south along the east line of said outlot 1 to the place of beginning.

In my opinion, marketable title to the above-described real estate was in Johnson County, Iowa on the final date of continuation of the above-described abstract of title, subject to the following objections and comments:

1. There do not appear to be any mortgages outstanding of record covering the above described real estate.
2. The above-described real estate not assessed for taxation for fiscal year 2008-2009.
3. I have attached hereto a copy of two judgments showing judgments against the prior titleholder, State of Iowa. On judgment LACV065500 costs from appeal were assessed against the State of Iowa in the amount of \$134.20. The original judgment has been satisfied. As to LACV066958, said judgment was affirmed on appeal and \$169.59 were assessed against the Board of Regents, State of Iowa for the bill of costs on appeal.
4. I have attached hereto a copy of Entry 128 of the abstract of title being a temporary use agreement for vehicular surface parking and fence location between the owner of the above-described real estate and the City of Iowa City. From the drawings attached to that document, it appears that the area covered is part of the city street right-of-way.

5. The above-described real estate is subject to the Iowa City zoning ordinances.

6. I would suggest that you view the property so as to ascertain any easements over the property which may exist by virtue of usage and which do not appear of record. This visual inspection should also allow you to ascertain the configuration of your lot which in turn should be compared with the configuration of your lot as shown on the attached plat.

7. Check also that no materials or labor have been expended on the above-described property in the last 3 months which remain unpaid and which could establish a mechanic's lien prior to your interest in the property.

8. I would also suggest that you check with the City Utilities Division for any delinquent sewage charges for the above-described property, as these may be a lien on the property without appearing of record.

In rendering this opinion, I pass only on matters of record as reflected in the abstract. As such, I do not certify as to the rights of parties in possession, easements arising by virtue of use, to mechanic's liens arising from recent improvements to the property, which liens have not yet been perfected by filing, to departures of the physical boundaries from those herein described, or to the nonexistence of environmental contamination. I caution you to undertake an inquiry into the past uses of the above-described property. Current owners of real estate can be held liable under federal and/or state laws for toxic waste cleanup caused by current titleholders or by their predecessors in interest.

Respectfully submitted,

WILLIS & WILLIS



Nancy B. Willis
Iowa Title Guaranty Number 1677

NBW/jkh

Encs.

Iowa Beta Chapter of Phi Delta
Theta Fraternity, Plaintiff,

v. LACV065500

State of Iowa, The University of
Iowa, et al., Defendants.

- * In the District Court of Iowa in and for Johnson County.
- * Judgment entered in Clerk's Lien Index against defendants State of Iowa and University of Iowa in the amount of \$98,300.00 plus interest at 6.94% from February 4, 2005; and in the amount of \$24,444.18 attorney's fees.
- * Additional judgment entered May 31, 2007 against defendants State of Iowa and University of Iowa in the amount of \$37,216.25 attorney's fees plus 6.93% interest from January 24, 2007.

Notice of Appeal filed June 15, 2007 by defendants.

Knutson Construction Services
Midwest, Inc., Plaintiff,

v. LACV066958

Board of Regents, State of Iowa,
Defendant.

- * In the District Court of Iowa in and for Johnson County.
- * Judgment entered in Clerk's Lien Index against Board of Regents, State of Iowa on May 1, 2008 in the amount of \$8,167.13 plus interest at 3.54% from August 24, 2006.
- * Notice of Appeal Filed May 5, 2008 by Defendants.

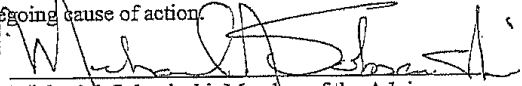
Iowa Beta Chapter of Phi Delta
Theta Fraternity, Plaintiff,

(133) v. LACV065500

State of Iowa, The University
of Iowa, et al., Defendants.

* Amendment to Entry 130.
On appeal, affirmed in part and reversed
* in part. \$134.20 costs assessed against
Defendants for bill of costs.
Receipt and Satisfaction RE:
Disbursement of Judgment Proceeds filed
June 15, 2009 states:

The undersigned, a duly authorized representative of Iowa Beta Chapter of Phi Delta Theta Fraternity, has received from the John Maher Law Firm for the Iowa Beta Chapter of Phi Delta Theta Fraternity, the amount of \$81,618.98, in full and final satisfaction of all amounts due and owing in connection with the above and foregoing cause of action.


Michael J. Sobocinski, Member of the Advisory
Board of Iowa Beta Chapter of Phi Delta Theta
Fraternity

-acknowledged-

Knutson Construction Services,
Midwest, Inc., Plaintiff,

(134) v. LACV066958

Board of Regents, State of
Iowa, Defendant.

* Amendment to Entry 131.
Affirmed on Appeal. \$169.59 costs
* assessed to Board of Regents, State of
Iowa.

Iowa City Armory Corporation,
by: Vince Reefer, State
Quartermaster,

(128) and

City of Iowa City, Iowa, by:
Charles Schmadeke, Director of
Public Works.

* License Agreement for Use of Public
Right-of-Way Between the City of Iowa
City and Iowa City Armory Corporation
dated October 28, 2002.
* Recorded December 4, 2002, Book 3433,
Page 579.
* Recites:

This license agreement is made by and between **Iowa City Armory Corporation** (hereinafter Owner) and the City of Iowa City, Iowa, an Iowa municipal corporation (hereinafter City).

WHEREAS, Owner is the owner of certain real estate located at **925 South Dubuque Street**, Iowa City, Iowa; and

WHEREAS, Owner has requested City permit Owner to maintain surface vehicular parking, and construct and maintain a fence, beyond the boundary of its property on City right-of-way legally described as follows;

Commencing at the southwest corner of Outlot 1 in that part of Iowa City, Iowa, known as the County Seat of Johnson County, according to the recorded plat thereof; thence North along the West line of Outlot 1, 49 feet to the point of beginning; thence West 23 feet 6 inches perpendicular to the West line of Outlot 1; thence North 251 feet parallel to the West line of Outlot 1; thence 23 feet 6 inches East; thence 251 feet South along the West line of Outlot 1 to the point of beginning, located in the City of Iowa City, Iowa, County of Johnson, State of Iowa

WHEREAS, said parking would be maintained as depicted on **Exhibit A**, and said fence would be maintained as depicted on **Exhibit B**, and in accordance with City standards, specifications and regulations; and

WHEREAS, City is responsible for the care, supervision, and control of all City right-of-way; and

WHEREAS, the City's Department of Public Works finds the maintenance of said parking and fence to be a minimal intrusion upon City right-of-way and in the public interest.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH BELOW, IT IS AGREED AS FOLLOWS:

1. Owner is the fee owner of the real estate located at **925 South Dubuque Street**, Iowa City, Iowa.
2. In consideration of Owner's promises herein, and upon the terms and conditions contained herein, City agrees to allow Owner to maintain vehicular surface parking and to maintain a fence beyond the boundary of its property, on City right-of-way legally described above. Owner agrees that said parking shall be maintained as depicted on **Exhibit A** attached hereto and said fence shall be maintained as depicted on **Exhibit B** attached hereto and in accordance with City standards, specifications and regulations.
3. Owner agrees to indemnify, defend, and hold City harmless against any and all claims of any nature whatsoever, including but not limited to claims for bodily injury, death, or property damage, arising out of Owner's use of the public right-of-way under this agreement, specifically including any and all claims and/or liabilities which may be alleged against City as a result of its decision to allow Owner to maintain said parking and fence.
4. Notwithstanding the above, Owner agrees to cease and desist their temporary use of the public right-of-way and to remove said parking and fence from said public right-of-way upon breach of this license agreement, or upon the City's determination that the right-of-way is

needed for a public use and should be cleared of the fence and parking. If owner fails to remove said parking and fence as required in this paragraph, City may remove the parking and fence and the cost thereof shall be billed to Owner for payment to City.

5. Owner acknowledges and agrees that no property right is conferred by this grant of permission to use the public right-of-way; the City is not empowered to grant a permanent use of its property for private purposes; and that City may order said temporary use terminated at any time, if, for any reason, the City Council determines that the property is needed for a public use and should be cleared of the fence and parking, as provided by state law.
5. This agreement shall constitute a covenant running with land, and shall be binding upon and shall inure to the benefit of the respective heirs, successors, and interests, and assigns of both parties, and shall be recorded in the Johnson County Recorder's Office at Owner's expense.

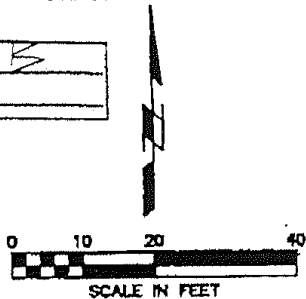
(See Exhibit A and Exhibit B attached at end of abstract.)

JAN-23-2002 15:58

FAC & CONSTR, IARRNG

515 252 4589 P.02

EXHIBIT _____
PAGE _____



EXISTING BUILDING

CLINTON STREET (100' R.O.W.)

CLINTON STREET C/L

20' SLIDING GATE

CLINTON STREET East R.O.W.

EXISTING EDGE
OF ASPHALT PARKING
LOT

N 89°26'10" W 23.50'

N 00°33'50" E 48.00'

20.72'

12' MIN. DISTANCE

KIRKWOOD STREET North R.O.W.

CURRENT DRIVE

EXISTING CURB
OPENING INLET

SET 5/8" IRON ROD
W/ CAP #6807

36' SLIDING GATE

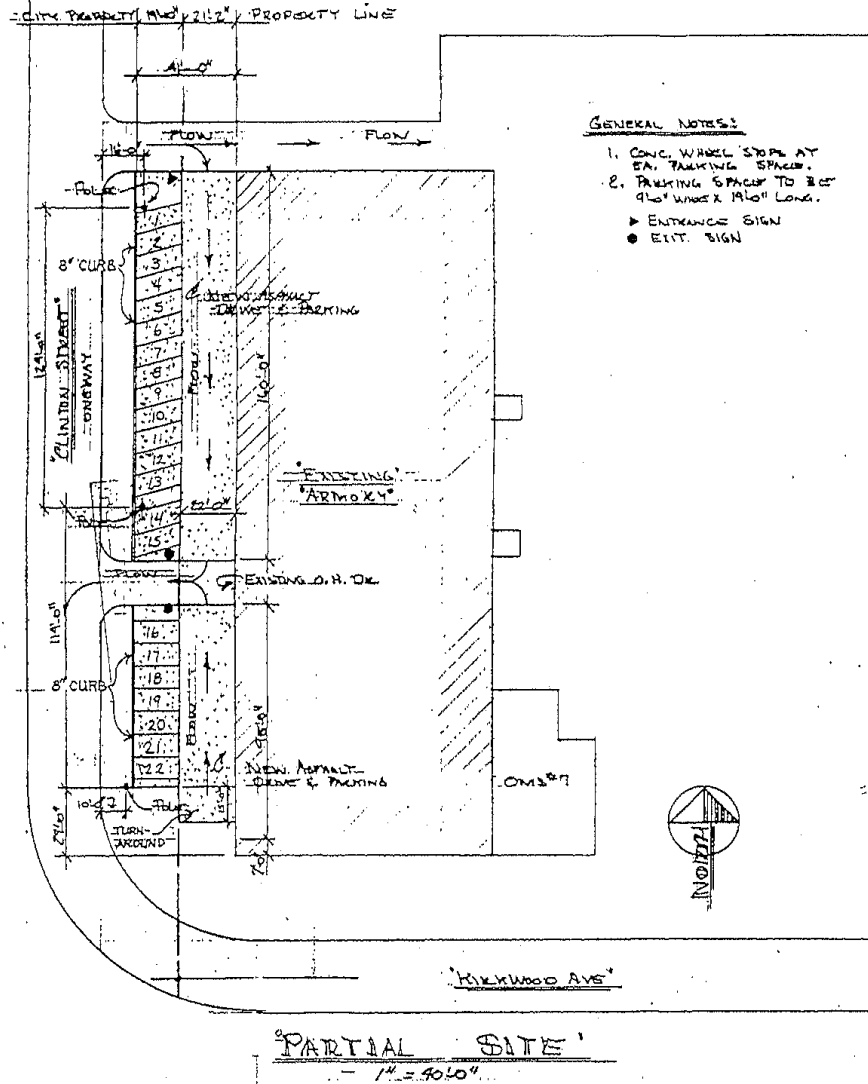
NORTH CURB LINE OF
KIRKWOOD STREET

KIRKWOOD STREET C/L

000583

TOTAL P.02

EXHIBIT A



000582

Revisions	IOWA NATIONAL GUARD ARMORY BOARD DEPARTMENT PUBLIC DEFENSE (Military Div)	Job No.
	ADJUTANT GENERAL WARREN G. LAWSON Chairman Iowa National Guard Armory Board	Drawn By: CPN
	"PARKING" EXTENSION ARMY NATIONAL GUARD ARMORY IOWA CITY, IOWA	Date Dec 86
	FACILITIES & CONSTRUCTION Building A6 Camp Dodge 7700 NW Beaver Drive Johnston Iowa 50131	Sheet 7 of 1



[1/2 mi scale]

Goodly tract

